

RETURN TO: 3567890
EPIC REAL ESTATE SOLUTIONS
2000 CLIFF MINE ROAD
SUITE 500
PITTSBURGH, PA 15275

SUBORDINATION AGREEMENT

20130806000319550 1/3 \$22.00
Shelby Cnty Judge of Probate, AL
08/06/2013 11:48:43 AM FILED/CERT

Borrower: **MICHAEL J. WIEHL**

Property Address: **148 WEATHERLY WAY, PELHAM, AL 35124**

This Subordination Agreement dated June 26, 2013, is between **COMPASS BANK**, (Junior Lender), And, _____, (New Senior Lender).

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of **\$67,300.00**, with accompanying mortgage/deed of trust/security deed Dated **08/12/2005** and recorded in book _____ page _____ as instrument Number **20050915000479360** on **09/15/2005** (date), in **SHELBY** (County), **ALABAMA** State).

The original Mortgage or Deed of Trust referenced above secures a home equity revolving line of credit. The **\$67,300.00** principal amount of the line of credit secured by the original Mortgage or Deed of Trust is changed to **\$88,000.00** on **03/16/2007** recorded **04/03/2007** document no. **20070403000149560**. The credit agreement with this modification does not change the maturity date of the original Mortgage or Deed of Trust.

Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan on the Property with a new first position mortgage loan secured by the Property from New Senior Lender in the new principal sum of **\$ 210,000.00**

Dated: 7-29-13. This will be the New Senior Security Instrument.

1. Subordination of Junior Lender's Interest.

Junior Lender agrees that its security interest and all of Junior Lender's rights thereunder shall at all times be inferior and subordinate to the Senior Lender's new security instrument and Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of **\$210,000.00** plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

2. No Subordination to Additional Matters

Junior Lender is subordinating its lien/security interest to the Senior Lender's security instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien-security interest.

3. No Waiver of Notice

Upon the execution of the subordination of Junior Lender's security instrument to the new Senior Lender, the Junior Lender waives no rights it may have, if any, under the laws of the State in which the Property is located, or any Federal rights to which the Junior Lender may be entitled.

4. Assignment

This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

5. Governing (Applicable) Law

This agreement shall be governed by the laws of the State in which the Property is located.

6. Reliance

This Agreement can be relied upon by all persons having an interest in the Property or the New Security Instrument.

7. Notice

Any notice or other communication to be provided under this agreement shall be in writing and sent to the parties at the address described in this Agreement, or such other address as the parties may designate in writing from time to time.

8. Entire Agreement (Integration)

This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or novation of this agreement must be in writing, executed by New Senior Lender, (or its successors or assigns), or Junior Lender, (its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable

9. Waiver of Jury Trial

Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

10. Acceptance

New Senior Lender and Junior Lender acknowledge that they have read, understand, and agree to the terms and conditions of this Agreement. This Agreement must be recorded within 90 days of the date of the Agreement, or the Agreement will be null and void.

Junior Lender: Christie Graves

Title: OFFICER of Compass Bank

New Senior Lender: _____

Title: _____

The State of ALABAMA

County of JEFFERSON


I, AQUANETTA L. DEW a Notary Public in and for said County, in said State, hereby certify that CHRISTIE GRAVES whose name as OFFICER of Compass Bank, a corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Assistant Vice President as aforesaid. Given under my hand this the 26 day of JUNE, 2013

(Seal)

Aquanetta L. Dew
Notary Public
My commission expires: MARCH 8, 2014

State of _____

County of _____


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I, _____ the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, as _____ (title) of _____ (institution) whose name(s) is/are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date. Given under my hand and official seal this _____ day of _____, 2013.

(Seal)

Notary Public
My commission expires: _____

SCHEDULE A

SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 155, ACCORDING TO THE SURVEY OF WEATHERLY, SECTOR 2, PHASE 2, AS RECORDED IN MAP BOOK 14, PAGE 73, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

ALSO:

A PART OF THE LOT 156, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 156 - WEATHERLY, SECTION 2, PHASE 2, AS RECORDED IN MAP BOOK 14, PAGE 73, A, B & C, SHELBY COUNTY, ALABAMA; THENCE RUN NORTHEASTERLY ALONG THE WEST PROPERTY LINE OF SAID LOT 156 FOR AN ARC DISTANCE OF 32.0 FEET; THENCE RUN SOUTH 24 DEGREES 23 MINUTES 49 SECONDS EAST FOR 93.63 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF SAID LOT 156; THENCE RUN NORTH 43 DEGREES 00 MINUTES 59 SECONDS WEST FOR 100.0 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

BEGIN AT THE NORTHEAST CORNER OF LOT 155 - WEATHERLY, SECTOR 2, PHASE 2, AS RECORDED IN MAP BOOK 14, PAGE 73 A, B, & C, SHELBY COUNTY, ALABAMA; THENCE RUN NORTH 43 DEGREES 00 MINUTES 59 SECONDS WEST ALONG THE NORTHERLY PROPERTY LINE OF LOT 155 FOR 100.0 FEET; THENCE RUN SOUTH 25 DEGREES 38 MINUTES 21 SECONDS EAST FOR 106.93 FEET TO A POINT ON THE EASTERLY PROPERTY LINE OF SAID LOT 155; THENCE RUN NORTH 43 DEGREES 19 MINUTES 08 SECONDS EAST ALONG SAID PROPERTY LINE FOR 32.0 FEET TO THE POINT OF BEGINNING.

TAX ID NO: 14 9 29 0 000 001.008

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED

GRANTOR: RICHARD H. KARLE, JR. AND WIFE JILL T. KARLE

GRANTEE: MICHAEL WIEHL AND KATHERINE WIEHL, AS JOINT TENANTS, WITH
RIGHT OF SURVIVORSHIP

DATED: 04/30/2004

RECORDED: 05/06/2004

DOC#/BOOK-PAGE: 20040506000238980

ADDRESS: 148 WEATHERLY WAY, PELHAM, AL 35124

END OF SCHEDULE A



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